

42077

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03-20
Burlington

PROPOSED AGREEMENT

BETWEEN

MEDFORD EDUCATIONAL SECRETARIES ASSOCIATION

AND

MEDFORD TOWNSHIP BOARD OF EDUCATION

7-6-77

LIBRARY
Institute of Management and
Labor Relations

661-91976
RUTGERS UNIVERSITY

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ARTICLE I

RECOGNITION

A. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby recognizes the Medford Educational Secretaries Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all secretarial and clerical personnel, but excluding:

1. Secretary to the Superintendent of Schools
2. Secretary for Personnel
3. Aides or Para-Professionals performing clerical functions as part of their support duties to the instructional program.

B. Unless otherwise indicated, the term "secretaries" when used herein-after in this agreement shall refer to all employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to commence negotiations for successor agreements in accordance with Chapter 123, Public Law of 1974 and NJAC 19. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and be adopted and signed by both parties.

B. During negotiations the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. This agreement shall not be modified in whole or in any part by the parties except by an instrument in writing duly executed by both parties.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings, or in negotiations initiated by the Board of Education respecting the collective bargaining agreement, they will suffer no loss in pay.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition: A "grievance" is a claim by a Secretary, or a group of secretaries, that has suffered a loss or injury as a result of interpretation, application, or violation of this Agreement, Board of Education Policies, Administrative Regulations, or Administrative decision.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of secretaries. Both parties agree that these proceedings will be kept informal and confidential at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any secretary having a grievance to discuss the matter informally with the building principal or immediate superior, and having the grievance adjusted provided the adjustment is not inconsistent with terms of this agreement.
3. A grievance, to be considered under this procedure must be initiated by the secretary within 15 school days from the date the grievance occurred.

C. Formal Procedure:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Level One - A secretary with a grievance shall first discuss it with the principal or immediate superior, either directly or through the Association's designated representative. A decision by the principal or immediate superior shall be rendered in writing within seven school days.
4. Level Two - If the aggrieved person is not satisfied at Level One, she may within seven (7) school days refer the grievance in writing through the Association to the superintendent. A decision shall be rendered in writing within ten (10) school days.
5. Level Three - If the aggrieved person is not satisfied at Level Two, she may within five (5) school days request in writing, that the Association submit her grievance to the Board of Education through the superintendent of schools. The Board shall render a decision in writing within thirty (30) calendar days.

6. Level Four - If the aggrieved person is not satisfied at Level Three, she may within five (5) school days request the Association in writing to submit the grievance to arbitration. If the Association determines the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days - such request for arbitration be made known to Superintendent immediately. Said demand for arbitration shall be submitted directly to the American Arbitration Association with a copy to all interested parties and the arbitrator shall be selected and the arbitration conducted pursuant to the rules of the American Arbitration Association. The decision of the arbitrator shall be advisory and not binding on the parties.
7. The cost for the services of the arbitrator, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Secretaries to Representation

1. Any party in interest may be represented at all formal levels of the formal grievance procedure by himself, or at his option, by a representative selected or approved by the Association.
2. No reprisals, restraints, interference, coercion, discrimination, intimidation of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Failure at any step of this procedure, of one charged with rendering a decision to do so within the specified time limits, shall permit the grievant to proceed to the next step.

2. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and such decision will be deemed final determination of the grievance.
3. When an employee is not represented by the Association, the Association shall have the right to state its views at all levels of the procedure after Level One.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, herefore referred to in this ARTICLE.

ARTICLE IV

SECRETARY RIGHTS

A. Pursuant to Chapter 123, Public Laws of 1974, the Board shall not discriminate against any secretary for participation in the Association or its affiliates. Whenever any secretary is required to appear for a hearing before the Superintendent, the Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that secretary in her office, position or employment, or the salary or any increments pertaining thereto, she shall be given prior written notice of the reasons for such meeting

or interview and shall be entitled to have a representative of her choosing present to advise her and represent her during such meeting or interview.

Nothing contained herein shall be construed to deny or restrict to any secretary such rights as she may have under New Jersey School Laws or other applicable laws.

B. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause, except as otherwise specifically provided herein.

ARTICLE V

ASSOCIATION RIGHTS

A. Whenever any representative of the Association or any employee in the bargaining unit is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings she shall suffer no loss in pay.

B. The Association and its representatives shall have the right to use school buildings at reasonable hours for meeting with the approval of the superintendent or his designate which approval shall not be unreasonably withheld.

C. The Association is granted the privilege of using, for Association business, Board of Education equipment that is normally found in a school office and provided the item of equipment is not otherwise in use. The Association is further granted the privilege of using AV equipment for Association business provided the item is not otherwise in use. All requests for use of equipment identified in this paragraph shall be made to the respective building principal who will not deny the request on other than reasonable grounds. In the event a cost accrues to the Board of Education as a result of use by the Association, the Association shall pay an equitable portion of the cost.

ARTICLE VI

HOURS OF WORK

A. All full-time 10 and 12 month secretaries shall work eight hours per day including 45 minutes uninterrupted lunch hour. Hours to be set by the Board of Education. If a secretary, because of work responsibilities is not able to take the allowed 45 minute lunch break, that secretary's work day shall end 45 minutes earlier.

B. All full-time 12 month secretaries shall work seven hours and 15 minutes per day as summer hours beginning the day following the close of school and continuing until the first day of school in September, including 60 minutes uninterrupted lunch hour. Hours to be set by the Board of Education.

C. Overtime is defined to mean any directed time spent at one's regular or assigned duties either before or after regular daily work hours or on days other than those in the regular work week or regular year. Overtime work shall be voluntary and based upon mutual agreement of the employee and the immediate supervisor. Overtime work shall be rounded to the nearest one-half hour. Overtime may be taken as compensatory leave at such times as shall be approved by the employee's immediate supervisor or in wages based in either case on "time plus one-half".

ARTICLE VII

SALARIES

A. The salary of each secretary in the bargaining unit shall be computed in accordance with Appendix A for 1975-76 which is attached hereto and made a part hereof.

B. The salary of each secretary in the bargaining unit shall be computed in accordance with Appendix B for 1976-77 which is attached hereto and made a part hereof.

ARTICLE VIII

HOLIDAYS AND LEAVES OF ABSENCE

A. All 10 and 12 month employees shall be entitled to paid holidays as follows:

4th of July (12 month only)
Labor Day
Thanksgiving Day and the following day
Christmas Day
2 days during Christmas vacation (choice by employee based on seniority)
New Year's Day
President's Birthday
Good Friday
Easter Monday
Memorial Day

1. Salaries of new personnel shall be increased by:

(a) - 10 month employees: Guide Step divided by 215
multiplied by 12

(b) - 12 month employees: Guide Step divided by 260
multiplied by 12

B. Employees presently employed in the District shall not be affected by the prior paragraph. It being specifically intended that such employees' previous school calendar benefits shall be grandfathered. Only employees hired subsequent to the date of this agreement shall be affected by the new change of policy.

C. All non-tenured employees, hired prior to the date of this agreement may not be dismissed or reduced in salary, rank or classification except for just cause.

D. Sick Leave - All 12 month secretaries shall be entitled to 12 days of paid sick leave in each work year, and all 10 month secretaries shall be entitled to 10 days of paid sick leave in each work year. Days to be accumulative.

E. Personal Days - The persons covered by this agreement shall be permitted not more than three (3) days per contract year, without loss of pay, to attend to business of a personal nature provided that a statement of reasons shall be required for the third day. Unused personal days shall accumulate as sick days.

F. Bereavement - In the case of each death of a member of the immediate family (immediate family as here used means husband, parents, brothers, sisters, own children, grandparents, corresponding in-laws and other persons residing in the home of any secretary) such secretary shall be excused without loss of pay for a period not to exceed five days. All days allowed under this ruling will be in addition to any sick leave.

ARTICLE IX

VACATIONS

A. All 12 month secretaries shall be entitled to vacations with pay according to the schedule set forth in the ARTICLE:

Schedules: 2 weeks - after one full year of employment
(prorated for employees who have not completed one full year of employment by June 30th)
3 weeks - After five full years of employment
4 weeks - After ten full years of employment

Vacation time beyond the usual two week period when schools are closed is to be mutually arranged between the secretary, principal and the Board of Education.

ARTICLE X

INSURANCE PROTECTION

A. The Board will assume 100% premium payments for full family coverage of Blue Cross/Blue Shield, Rider J. and Major Medical for all school secretaries on request.

ARTICLE XI

SUBSTITUTE TEACHER CALLING

A. No secretary covered by this agreement shall be responsible for receiving teacher phone calls at home or securing substitute teacher coverage after normal working hours.

ARTICLE XII

ASSOCIATION - ADMINISTRATION LIAISON

A. No less than three times per contract year, the President and one member of the Association and the Superintendent of Schools shall meet to discuss problems that are mutual in nature. Such meetings shall be preceded by the presentation of an agenda no less than five (5) days prior to the meeting.

ARTICLE XIII

EMPLOYMENT PROCEDURES

A. Resignation

1. An employee who is resigning from her position shall give a minimum of two weeks notice.
2. An employee who is resigning from her position shall be paid her earned vacation pay according to the proportion of full months worked to the total contract year, unless proper notice has not been given.

ARTICLE XIV

PROCEDURE FOR DETERMINING DEDUCTIONS

A. Any deductions in pay taken as a result of the application of this agreement shall be as follows:

Ten Month Employees: One day's salary shall be determined by dividing her annual salary by 215

Twelve Month Employees: One day's salary shall be determined by dividing her annual salary by 260

APPENDIX A

SALARY GUIDE 1975-76

General Clerk	General Secretary	School Secretary	Office Manager
1 4700	5375	5984	8849
2 4916	5591	6200	9065
3 5132	5807	6416	9281
4 5348	6023	6632	9497
5 5564	6239	6848	9713
6 5780	6455	7064	9929
7 5996	6671	7280	10145
8 6212	6887	7496	10361
9 6428	7103	7712	10577
10 6644	7319	7928	10793

DURATION OF AGREEMENT

A. It is agreed between the parties that this contract shall be effective for the period July 1, 1975, through June 30, 1977 with the exception of the 1976-77 Salary Guide which shall be negotiated commencing no later than March 18, 1976. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

B. In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon.

MEDFORD EDUCATIONAL SECRETARIES ASSOCIATION:

PRESIDENT: _____

SECRETARY: _____

DATE: _____

BOARD OF EDUCATION, MEDFORD TOWNSHIP

PRESIDENT: _____

SECRETARY: _____

DATE: _____